

## EXHIBIT A

Abrahamsen, Conaboy & Abrahamsen, P.C.  
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JEROME LAMA  
 555 Cortez Road  
 Jefferson Township, PA 18436

Plaintiff

vs.

PROGRESSIVE INSURANCE COMPANY:  
 2200 Stafford Avenue, Suite 300  
 Scranton, PA 18505

Defendant

IN THE COURT OF COMMON PLEAS  
 OF LUZERNE COUNTY

CIVIL ACTION LAW

JURY TRIAL DEMANDED

No.:

202312203

### NOTICE

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

North Penn Legal Services, Inc.  
 33 N. Main Street, Suite 200  
 Pittston, PA 18640  
 570-299-4100  
 877-953-4250

Lawyer Referral Service  
 Pennsylvania Bar Assoc.  
 P.O. Box 186  
 Harrisburg, PA 17108  
 800-692-7375

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### COMPLAINT

AND NOW COMES the Plaintiff, Jerome Lama, by and through counsel, Abrahamsen, Conaboy & Abrahamsen, P.C., and hereby complains of the above- referenced Defendant as follows:

1. The Plaintiff, Jerome Lama, is an adult and competent individual who currently resides at 555 Cortez Road, Jefferson Township, Lackawanna County, Pennsylvania.
2. The Defendant, Progressive Insurance Company, hereinafter "Progressive", is a business entity authorized to conduct business and to issue policies of insurance in the Commonwealth of Pennsylvania and regularly conducts business in Monroe County, Pennsylvania.
3. At all times material and relevant hereto, Progressive maintained an office at 2200 Stafford Avenue, Suite 300, Scranton, Lackawanna County, Pennsylvania.
4. On or about December 2, 2021, the Plaintiff, Jerome Lama was stopped on Blackman Street in Wilkes-Barre, Luzerne County, Pennsylvania waiting for a car in front of him to turn left

when suddenly and without warning the tortfeasor, Maria Sosa, failed to stop with traffic and violently rear-ended Plaintiff's vehicle causing him to be pushed into the motor vehicle in front of him thereby causing the Plaintiff to sustain serious bodily injuries.

5. At all times material and relevant to this Complaint, the tortfeasor, Maria Sosa, was negligent and at fault for striking the Plaintiffs' vehicle and causing the collision, thereby resulting in serious and permanent injuries and damages.

6. As a direct and proximate result of the negligence of the tortfeasor, Plaintiff, Jerome Lama, suffered and will continue to suffer from severe and permanent injuries, including but not limited to injury to his neck, left shoulder, and low back, as well as other various injuries, bruises and concussions about his body, all of which may be permanent in nature.

7. As a direct and proximate result of the negligence of the tortfeasor, Jerome Lama was required and will continue to require medical care and treatment, physical therapy, x-rays, diagnostic testing, surgery, and use of pain medications.

8. As a direct and proximate result of the negligence of the tortfeasor, Jerome Lama, has incurred medical expenses and will continue to incur medical expenses for the care and treatment of his injuries for a long and indefinite time in the future.

9. As a direct and proximate result of the negligence of the tortfeasor, the Plaintiff, Jerome Lama, has suffered and will continue to suffer from pain, discomfort, inconvenience, anxiety, embarrassment, the ability to engage in his usual daily activities and deprivation of ordinary and useful enjoyment of life and life's pleasures.

10. At the time of the collision, the Plaintiff, Jerome Lama, was the driver of an automobile which he owned, which was insured by Progressive under Policy Number 952504150.

A copy of the Progressive Insurance policy is not attached hereto as the same is in the possession of the Defendant.

11. At the time the Plaintiff purchased said policy, he elected to purchase bodily injury limits in an amount greater than the minimum coverage required by the Commonwealth of Pennsylvania, in order to protect the financial integrity of persons who may suffer bodily injuries as a result of the Plaintiff's negligence while operating a vehicle.

12. As a result of the Plaintiff's selection of bodily injury limits in an amount greater than the minimum coverage required by law, he paid and Defendant accepted increased premium payments.

13. At the time the Plaintiff purchased said policy, he elected to purchase underinsured motorist benefits. As a result of the Plaintiff's underinsured motorist benefits, he paid and Defendant accepted, increased premium payments.

14. At the time the Plaintiff purchased said policy, he believed and intended that any and all disputed underinsured motorist claims arising under the policy would be resolved amicably.

15. On or about August 2, 2023, counsel for Plaintiff provided Defendant, Progressive, with a detailed settlement demand letter along with medical records evidencing the extent of the care and treatment of the Plaintiff's injuries and perspective medical care.

16. The medical records and other information provided clearly established the Jerome Lama suffered and continues to suffer from serious injuries as a result of the collision on December 2, 2021.

17. Defendant made a nominal offer to settle the underinsured motorist claim.

18. Plaintiff rejected Defendant's settlement offer.

19. To date, Defendant has offered no additional money and failed to objectively evaluate this claim.

**COUNT I**

**JEROME LAMA  
vs  
PROGRESSIVE INSURANCE COMPANY**

**BREACH OF CONTRACT**

20. Plaintiff incorporates herein by reference the averments contained in paragraphs one (1) through nineteen (19) inclusive hereof as if same were fully set forth herein at length.

21. Plaintiff has fully complied with all the terms, conditions, and duties required under the policy.

22. Defendant, Progressive, has failed to objectively and fairly to evaluate the Plaintiff's claim.

23. Defendant, Progressive, has failed to promptly offer reasonable value of the claim to the Plaintiff.

24. Defendant, Progressive, failed reasonably to investigate Plaintiff's claims inasmuch as a thorough and proper inquiry would have revealed that the Plaintiff, Jerome Lama, sustained severe and permanent injuries, including but not limited to injury to his neck, left shoulder and low back.

25. As the insurer of the Plaintiff, Defendant, Progressive, owes a fiduciary, contractual and statutory obligation to them to investigate, evaluate and negotiate their underinsured motorist claim in good faith and arrive at a prompt, fair and equitable settlement.

26. For the reasons set forth above, Defendant, Progressive, has violated its obligations

under the policy of insurance.

WHEREFORE, the Plaintiff, Jerome Lama, requests that this Honorable Court grant judgment in his favor and against the Defendant, Progressive Insurance Company, in the sum in excess of Fifty Thousand (\$50,000.00) Dollars together with compensatory damages, punitive damages, interest, cost of suit, attorney's fees, and such other relief as this Honorable Court deems just and proper.

Respectfully Submitted,

Abrahamsen, Conaboy & Abrahamsen, P.C.

By:



Edwin A. Abrahamsen, Jr., Esquire  
Attorney ID No.: 92851

1006 Pittston Avenue  
Scranton, PA 18505  
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VERIFICATION

I, JEROME LAMA, do hereby make this Verification and state that the statements made in the COMPLAINT are true and correct to the best of my knowledge, information and belief. I understand that false statements made therein are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

11/16/2023  
DATE

  
JEROME LAMA



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: OF LACKAWANNA COUNTY  
Plaintiff :  
: CIVIL ACTION  
v. :  
: JURY TRIAL DEMANDED  
PROGRESSIVE INSURANCE COMPANY :  
: No.: \_\_\_\_\_  
Defendant :  
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**CERTIFICATE OF COMPLIANCE**

I, Edwin A. Abrahamsen, Jr., Esquire, certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Respectfully Submitted,

Abrahamsen, Conaboy & Abrahamsen, P.C.

By:

  
\_\_\_\_\_  
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Attorney ID No.: 92851

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